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Your item was delivered at 9:57 am on July 12, 2021 in FORT WORTH, TX 76155.



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FORT WORTH, TX 76155

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CERTIFICATION PURSUANT TO RULE 1:38-7

I certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other actions pending in any other court or other pending arbitration proceedings, that no other action or arbitration is contemplated, and I am not aware of any other person who should be joined in this matter.

CERTIFICATION OF NOTICE

I certify, pursuant to N.J.S.A. 56:8-26, Plaintiff is mailing a copy of this Complaint to the Office of the Attorney General located at:

Division of Consumer Affairs  
Office of the Attorney General  
P.O. Box 45025  
Newark, New Jersey 07101

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

Respectfully Submitted,

LENTO LAW GROUP, P.C.

*Joseph D. Lento*

By:

Dated: June 27, 2021

JOSEPH D. LENTO, ESQUIRE  
ATTORNEY ID: 013252008  
*Attorney for Plaintiff*

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32. At all times relevant to this action, Defendants JOHN DOES 1-10 and ABC BUSINESSES ENTITIES 1-10, are fictitious names for Defendants and entities whose identities are unknown at present, but who constitute persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities, the identities of which are unknown at present, but who participated in the tortious actions of Defendants described herein, whether by way of their negligent failure to supervise, negligent failure to instruct and counsel, negligent participation in the acts complained of, agents, brokers or co-conspirators, and in other ways as yet undetermined.

33. As a direct and proximate result of the negligence and/or tortious conduct of Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, Plaintiff has been caused to suffer, and in fact did suffer, significant damages.

34. Plaintiff alleges an insufficient opportunity to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiff.

35. As such, Plaintiff specifically reserves the right to name additional individuals or entities as Defendants to this action, when and if their identities become known to Plaintiff.

**WHEREFORE**, Plaintiff BMW AUTO SALES, INC. demands judgment against the Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.



Red Wolf Logistics, LLC was founded in 2020. Extensive research and strategic planning paired with our knowledge of logistics, trucking, and customer service led us to build this company. As a potential leader in the trucking industry, we pride ourselves on being a family based business that strives for prompt and personalized service. Every carrier we partner with trusts our ability to transport their items in an efficient and timely manner. Our standards and expectations allow us to provide secure transportation, unmatched customer service, and exponential annual growth.

28. Based upon this representation of Defendant RED WOLF LOGISTICS, LLC and others, of both an explicit and implicit nature, Plaintiff was reasonably induced into believing that Defendant, as an authorized Motor Property Common Carrier, was capable of performing the automotive transport services Plaintiff sought to be performed, and further, and that Defendant could provide such services in a professional manner so as to not damage Plaintiff's Vehicle in transport.

29. As a result of these false, misleading, and/or deceptive representations of the Defendant as alleged, Plaintiff has suffered an ascertainable monetary loss.

30. As an additional result of the actions and/or omissions of the Defendant, Plaintiff has been forced to incur legal fees in connection with recovering the monetary damages it has sustained.

WHEREFORE, Plaintiff BWM AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general compensatory, and treble damages pursuant to N.J.S.A. 56:8-19, together with punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

#### COUNT FOUR

#### FICTITIOUS INDIVIDUALS AND ENTITIES

As to Defendants JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10

31. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

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22 Defendant breached this contract with the Plaintiff, however, in that Defendant failed to perform under the contract, specifically, through its failure to deliver the Vehicle without being damaged by Defendant in transport, as Plaintiff had bargained for.

23 As a result of Defendant's failure to perform under its contract with Plaintiff, Plaintiff sustained damages in that Plaintiff's Vehicle was damaged by Defendant's actions, causing Plaintiff to incur damages as alleged.

WHEREFORE, Plaintiff BMW AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

**COUNT THREE**  
**CONSUMER FRAUD**  
As to Defendant Red Wolf Logistics, LLC

24 Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

25 The types of services promised to Plaintiff by Defendant RED WOLF LOGISTICS, LLC are "merchandise" within the scope of the New Jersey Consumer Fraud Act, codified at N.J.S.A. 16:8-1 et seq., as defined at N.J.S.A. 16:8-1(c).

26 By engaging in the conduct as alleged above, Defendant has committed unconscionable commercial practices, deception, fraud, falsity, and/or misrepresentation in connection with the false representations and deceptive practices of the Defendant as described, in violation of the New Jersey Consumer Fraud Act.

27 Specifically, on the "About" tab of its company Facebook page, Defendant RED WOLF LOGISTICS, LLC advertises to the public the following:



15 Defendant has breached this duty of care with respect to the Plaintiff in that it failed to take due care in its execution of the automotive transport services Plaintiff contracted for.

16 But for the failure to Defendant to exercise due care in the execution of the contracted-for automotive transport service, the damage incurred to Plaintiff's Vehicle would not have resulted.

17 It is reasonably foreseeable that Plaintiff or another such customer could incur damages as a result of a Motor Prosperity Common Carrier's inattentive or careless manner of transport.

18 Therefore, the failure of Defendant RED WOLF LOGISTICS, LLC to exercise due care commensurate with the heightened duty of a common carrier while undertaking the automotive transport services Plaintiff contracted for, was both the actual and proximate cause of Plaintiff's damages.

WHEREFORE, Plaintiff BMW AUTO SALES, INC. demands judgment against the Defendant RED WOLF LOGISTICS, LLC, for general, compensatory, and punitive damages, reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

**COUNT TWO**  
**BREACH OF CONTRACT**  
**As to Defendant Red Wolf Logistics, LLC**

19 Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

20 Plaintiff contracted with Defendant RED WOLF LOGISTICS, LLC as alleged above for Defendant's automotive transport services.

21 Generally, Plaintiff contracted with Defendant such that Defendant would perform automotive transport of Plaintiff's Vehicle and that Plaintiff's Vehicle would arrive at its destination at reasonably the same condition it was in upon being picked up by Defendant.

7. On or about May 13, 2021, Defendant RED WOLF LOGISTICS, LLC, picked up the Vehicle from the Copart auction yard such that it could be transported to its intended destination at 9100 Calverton Road, Suite 5, Houston, Texas 77034.

8. The condition of the Vehicle, pre-pick up, was excellent; however, upon delivery of the Vehicle at said destination, however, the Vehicle was found to be severely damaged, with damage to the front, front fender, and both front doors.

9. Following an inspection of the damages by Plaintiff's insurance company on or about May 24, 2021, Plaintiff was provided with a quote for the estimated cost of repairs to the Vehicle, totaling \$3,266.69 after tax. Find this quote annexed hereto as **EXHIBIT "A"**.

10. Despite reasonable efforts by Plaintiff to amicably resolve this dispute with Defendant RED WOLF LOGISTICS, LLC, Defendant has, thus far, refused to reasonably negotiate with Plaintiff and settle Plaintiff's claim for damages arising from Defendant's conduct as alleged.

11. As a direct result of Defendant's unwillingness to amicably resolve this matter, Plaintiff has been forced to incur legal fees in connection with the instant litigation.

**COUNT ONE**  
**PROFESSIONAL NEGLIGENCE**  
As to Defendant Red Wolf Logistics, LLC

12. Plaintiff repeats all of the allegations contained in the Complaint thus far above, and incorporates the same as if fully set forth at length herein.

13. Defendant RED WOLF LOGISTICS, LLC holds itself out to the public as a professional automotive transport company and specifically a Motor Property Common Carrier.

14. As such, Defendant owes a heightened duty of care to the public in the conduct of its business operations.



2. At all times relevant herein, Defendant RED WOLF LOGISTICS, LLC is, upon information and belief, a domestic limited liability company within the State of Texas and organized under the laws of said State, with a principal place of business believed to be 217 N. De Costa Street, Fort Worth, Texas 76111, and with a registered agent for service of process believed to be United States Corporation/Agents, Inc. with a registered office for service of process believed to be located at 9900 Spectrum Drive, Austin, Texas 78717.

3. At all times relevant herein, Defendants, JOHN DOES 1-10 (fictitious names) and ABC BUSINESS ENTITIES 1-10 (fictitious entities), are believed to be individuals or entities whose actions or omissions contributed in some relevant and material way to the causes of action complained of herein. Plaintiff does not presently know the true identities of these Defendants, but will seek leave to amend the Complaint to properly name these Defendants after conducting discovery, should the need arise.

4. Jurisdiction is proper as Plaintiff has a principal place of business located within Atlantic County, New Jersey and venue is proper in Atlantic County Superior Court, Law Division, Special Civil Part, as per R. 6:1-2 and R. 6:1-3.

#### GENERAL ALLEGATIONS

5. Plaintiff BWM AUTO SALES, INC. purchased a 2020 Ford Explorer ST (the "Vehicle") from Copart Auto Auction located at 365 Jileswold Road, Guard Prairie, Texas 75051 on or about May 9, 2021.

6. Defendant RED WOLF LOGISTICS, LLC, is an automotive transport trucking company and Motor Property Common Carrier operating under USDOT No. 3526663 and MC Operating

Authority No. MC00172526.



<p><b>LENTO LAW GROUP, P.C.</b>  <b>JOSEPH D. LENTO, ESQUIRE</b>  <b>ATTORNEY ID: 013252008</b>          3000 ATRIUM WAY - SUITE 200          MOUNT LAUREL, NEW JERSEY 08054          (T) (856) 652-2000          (F) (856) 375-1010  <a href="mailto:jdlento@lentoingroup.com">jdlento@lentoingroup.com</a>  <i>Attorney for Plaintiff: BMW Auto Sales, Inc.</i></p>		<p>SUPERIOR COURT OF NEW JERSEY          ATLANTIC COUNTY          LAW DIVISION-SPECIAL CIVIL</p> <p>DOCKET NO: ATL-DC-</p> <p><u>CIVIL ACTION</u>  COMPLAINT</p>
<p><b>BMW AUTO SALES, INC.</b></p> <p><i>Plaintiff</i></p>	<p><b>RED WOLF LOGISTICS, LLC, JOHN DOES 1-10</b> (fictional names), and ABC BUSINESS ENTITIES 1-10 (fictional entities), USA</p> <p><i>Defendants</i></p>	<p>Plaintiff, BMW AUTO SALES, INC. with an address of 309 E. White Horse Pike, City of Galloway, County of Atlantic, and State of New Jersey, by way of Complaint against the Defendants, RED WOLF LOGISTICS, LLC, JOHN DOES 1-10 and ABC BUSINESS ENTITIES 1-10, hereby states:</p> <p><u>PARTIES, JURISDICTION, &amp; VENUE</u></p> <p>1. At all times relevant herein, Plaintiff BMW AUTO SALES, INC. is a domestic for-profit corporation within the State of Delaware and incorporated under the laws of said State, with a corporate headquarters located at 2860 Ogletown Road, Building 3, Newark, Delaware 19713, but with a principal place of business located at TMX Finance at 309 E. White Horse Pike, Galloway, New Jersey 08305, and with a registered agent for service of process being Vladimir Senko servable at the same Galloway address.</p>



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Customer: BMW AUTO SALES INC

Estimate #: 221

**Totals**

Type	Unit Price	Qty	Total	Throttle
Body Labor	11.0	155.00	\$1,655.00	✓
Paint Labor	12.5	80.00	\$1,000.00	✓
Paint Supplies	12.5	80.00	\$1,000.00	✓
Detail Parts			\$1,000.00	✓

Throttle Account	\$1,000.00
Tax	\$1,000.00
Throttle Account	\$1,000.00
Grand Total	\$3,000.00



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5/24/2021 12:47 PM

**P-AUTO REPAIR****P-Auto Repair, Inc.**

Mark Bachynsky

1817 Pennsylvania Avenue

Linden, NJ 07036

Business Phone: (908) 507-9226

pauto1817@gmail.com

**Estimate**

Est # 221

ID # 10731622

Vehicle Info  
 2020 Ford Escape SE  
 1FADP3C971LGA91006  
 Body Type: 4 Door SUV  
 Engine: 3.0L 6 Cyl Gas Injected  
 Turbocharged  
 Drive Type: 4WD

Owner  
 BAW AUTO SALES INC  
 BAW Auto Sales Inc  
 (917) 971-2205  
 vglawrence2@yahoo.com  
 2883 Ogden Rd  
 Newark, NJ 07103

Insurance Company  
 Inspection Date: 05/24/2021

Shop Info  
 License #: 02912A

Qty	Description	Part Number	Price	Labor
<b>HOOD</b>				
1	Replace HOOD PANEL	LM52 18612 A	\$775.00	2.2 hrs. Body 2.7 hrs. Paint panel 1.8 hrs. Refinish
2	Replace HOOD ADHESIVE NAME PLATE	LM52 8940528 H	\$115.00	0.4 hrs. Body
3	L HOOD HINGE	LM52 18787 A	\$87.35	0.1 hrs. Body 0.6 hrs. Paint panel 0.2 hrs. Refinish
4	0.2 hrs. Clearcoat			0.6 hrs. Body
5	RM HOOD ASSEY			0.2 hrs. Refinish
6	R HOOD HINGE	LM52 18786 A	\$58.00	0.6 hrs. Body 0.2 hrs. Body 0.9 hrs. Paint panel 0.2 hrs. Refinish
<b>FRONT FENDER</b>				
5	Repair R FENDER PANEL			2 hrs. Body 1.8 hrs. Paint panel 0.8 hrs. Refinish
7	Repair 2 hrs. Paint - 0.4 hrs. Adjacent Deduction 0.2 hrs. Clearcoat, 0.8 hrs. Edging L FENDER PANEL			2 hrs. Body 2 hrs. Paint panel 0.8 hrs. Refinish 2 hrs. Body 0.4 hrs. Paint panel 2 hrs. Body
8	RM			0.8 hrs. Refinish
9	RM R FENDER PANEL			2 hrs. Body
10	L FENDER PANEL			2 hrs. Body
<b>FRONT DOOR</b>				
10	Blend L FRONT DOOR SHELL			1.2 hrs. Refinish
11	Blend R FRONT DOOR SHELL			1.2 hrs. Refinish


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# EXHIBIT

## “A”



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 <p>Court's Address and Phone Number ATLANTIC Special Civil Part 1201 BACHARACH BOULEVARD ATLANTIC CITY, NJ 08401-0000 (609)402-0100</p>	<p>Superior Court of New Jersey Law Division, Special Civil Part ATLANTIC County Docket No. ATL-DC-003454-21 Civil Action</p>										
<p><b>YOU ARE BEING SUED!</b></p>											
<p><u>Person or Business Suing You (Plaintiff)</u> BMW AUTOMOBILES, INC.</p>	<p><u>Person or Business Being Sued (Defendant)</u> RED WOLF LOGISTICS, LLC</p>										
<p><u>Plaintiff's Attorney Information</u> 8003 PHILMINTO LEWIS LAW GROUP, P.C. 3000 ATLANTIC WAY, STE 200 MT LAUREL, NJ 08054-0000 (609)435-2900</p>	<p>The Person or Business Suing You Claims You Own the Following:</p> <table border="1"> <tr> <td>Demanded Amount</td> <td>\$19,000.00</td> </tr> <tr> <td>Filing Fee</td> <td>\$73.00</td> </tr> <tr> <td>Service Fee</td> <td>\$7.00</td> </tr> <tr> <td>Attorney's Fees</td> <td>\$1.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$19,881.00</b></td> </tr> </table>	Demanded Amount	\$19,000.00	Filing Fee	\$73.00	Service Fee	\$7.00	Attorney's Fees	\$1.00	<b>TOTAL</b>	<b>\$19,881.00</b>
Demanded Amount	\$19,000.00										
Filing Fee	\$73.00										
Service Fee	\$7.00										
Attorney's Fees	\$1.00										
<b>TOTAL</b>	<b>\$19,881.00</b>										

In the attached complaint, the person or business suing you briefly tells the court how or how much money he or she claims you owe. If you do not answer the complaint, you may lose the case automatically and the court may give the plaintiff what the plaintiff is asking for, plus interest and court costs. You have 30 days from the date of service to file your answer or a signed agreement. If a judgment is entered against you, a Special Civil Part Officer may seize your money, wages or personal property to pay all or part of the judgment. The judgment is valid for 20 years.

**IF YOU DISAGREE WITH THE PLAINTIFF'S CLAIMS, A WRITTEN ANSWER OR SIGNED AGREEMENT MUST BE RECEIVED BY THE COURT ABOVE, ON OR BEFORE 08/09/2021, OR THE COURT MAY RULE AGAINST YOU. IF YOU DISAGREE WITH THE PLAINTIFF, YOU MUST DO ONE OR BOTH OF THE FOLLOWING:**

1. Answer the complaint. An answer form that will explain how to respond to the complaint is available at any of the New Jersey Special Civil Part Offices or on the judiciary's Internet site. Debitors also under the uniform for forms. If you decide to file an answer to the complaint made against you:
  - Fill out the Answer form AND pay the applicable filing fee by check or money order payable to: *Treasurer, State of New Jersey*. Include ATL-DC-003454-21 (your Docket Number) on the check.
  - Mail or hand deliver the completed Answer form and the check or money order to the court's address listed above.
  - Hand deliver or send by regular mail a copy of the completed Answer form to the plaintiff's attorney. If the plaintiff does not have an attorney, send your completed answer form to the plaintiff by regular and certified mail. This MUST be done at the same time you file your Answer with the court on or before **08/09/2021**.
2. Resolve the dispute. Contact the plaintiff's attorney, or contact the plaintiff if the plaintiff does not have an attorney, to resolve this dispute. The plaintiff may agree to accept payment arrangements. If you reach an agreement, mail or hand deliver the SIGNED agreement to the court's address listed above on or before **08/09/2021**.

**Please Note:** You may wish to get an attorney to represent you. If you cannot afford to pay for an attorney, free legal advice may be available by contacting Legal Services at 609-344-4200. If you are asked to pay an attorney but do not know one, you may call the Lawyer Referral Services of your local County Bar Association at 609-445-3444. Notify the court now if you need an interpreter or an accommodation for a disability for any future court appearance.

s/ Michelle M. Smith  
Clerk of the Superior Court



